



Cal Poly San Luis Obispo
San Luis Obispo, CA 93407-0122

Supplier: 0000046496

BTM SPORTS LIMITED
RAYDEAN HOUSE 15 WESTERN PARADE
GREAT NORTH ROAD
NEW BARNET
BARNET EN5 1AH
United Kingdom

Purchase Order

Purchase Order 2000017084	BU SLCMP	Date 01/28/2019	Revision	Page 1
Payment Terms Prepaid	Freight Terms Not Applicable		Ship Via NA	

Ship To: Distribution Services
1 Grand Avenue
San Luis Obispo CA 93407

Bill To: 1 Grand Avenue
Bldg 01 Room 129
Attn: Accounts Payable
San Luis Obispo CA 93407-0111
756-2291

Line-Sch	Quantity	UOM Description	Unit Price	Extended Amt	Due Date
1 - 1	29.00	EA BTM Basketball Tour - Men's Basketball traveling to London, England in September 2019 - \$1,000 deposit per person due at time of booking x 29 estimated people	1,000.00	29,000.00	09/01/2019
2 - 1	29.00	EA BTM Basketball Tour - Men's Basketball traveling to London, England in September 2019 - \$2,400 balance due per person by May 31, 2019 x estimated 29 people	2,400.00	69,600.00	09/01/2019

ATTN: MARK STRICKLAND mark@btmbasketball.com +44 (0)7470 092087

CC: TOM WARD tom@btmbasketball.com

SERVICES TO BE PROVIDED IN ACCORDANCE WITH THE FOLLOWING EXHIBITS WHICH BECOME A PART OF THIS ORDER BY MENTION THERETO

EXHIBIT A - GENERAL PROVISIONS FOR SERVICES REVISED 1/28/19, ATTACHED

EXHIBIT B - SCOPE OF SERVICES - SEE ATTACHED PROPOSAL

ANY AGREEMENT DOCUMENT NOT LISTED ABOVE SHALL, IN THE EVENT OF ANY INCONSISTENCY BETWEEN IT AND ANY OF THE AGREEMENT DOCUMENTS LISTED ABOVE, BE CONSIDERED SUBORDINATE.

NOTE: ALL INSURANCE REQUIREMENTS MUST BE ACCEPTED BY UNIVERSITY PRIOR TO SERVICE BEING PERFORMED - INSURANCE ON FILE.

CONTRACT AWARD BASED ON INFORMAL REQUEST FOR PROPOSAL

PAYMENTS TO BE MADE UPON PRESENTATION OF ITEMIZED INVOICES TO THE UNIVERSITY ACCOUNTS PAYABLE OFFICE THAT HAS BEEN APPROVED BY A DESIGNATED DEPT REPRESENTATIVE.

DEPOSIT OF \$1,000 PER PERSON DUE AT BOOKING

BALANCE PAYMENT OF \$2,400 PER PERSON DUE BY MAY 31, 2019

WIRE TRANSFER INFORMATION

Payments in USD to be made to:

Account Name: Trustees of Protected Trust Services Air Travel

Bank BIC/Swift: MIDLGB22

Bank Address: HSBC, International Branch, 60 Fenchurch Street, London, EC3M 4BA

IBAN: GB94MIDL40051576291991

Reference: 12140392

CAL POLY CONTACT: MITCH REAVES mreaves@calpoly.edu 805-756-1747

CAL POLY INVOICE CONTACT: MAKENZIE ZINGER mzinger@calpoly.edu 805-756-5794



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Line-Sch	Quantity	UOM Description	Unit Price	Extended Amt	Due Date

Subtotal	Sales Tax	Misc. Charge/Discount	Freight	Total
98,600.00	0.00	0.00	0.00	98,600.00

Internal Use Only MBB travel UK 1000014878

The CSU General Provisions apply to the transaction contemplated by this purchase order and are incorporated herein by reference. These provisions are available via the internet at <http://www.calstate.edu/csp/crl/GP/GP.shtml> or by request from the Procurement Office address listed above. By accepting this purchase order and filling the order contemplated hereby, Contractor acknowledges that it has read and understands these CSU General Provisions and agrees to be bound thereby.

CERTIFICATION AND APPROVAL OF PURCHASE ORDER

I certify to my knowledge this order for the purchase of items specified is issued in accordance with the procedure prescribed by law governing such items for the Trustees of the CSU and that all such legal requirements have been met. If received by email/fax, vendor agrees to accept this PO, unsigned, as contractually binding. PO submitted by any other means shall include buyer's signature.

By: *Michele Winterfeldt* 1/28/19
Winterfeldt, Michele L Buyer
Tel: 805/756-2818
Fax: 805/756-6500 email: mwinterf@calpoly.edu

OWV

**CSU GENERAL PROVISIONS
FOR
SERVICE ACQUISITIONS
Revised 1/28/19**

CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

Revised 1/28/19

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1. Commencement of Work

Contractor shall not commence work under the Contract until Contractor has received a fully executed Contract and been given written approval to proceed. Any work performed by Contractor prior to the date of approval shall be considered as having been performed at Contractor's own risk and as a volunteer.

2. Contract Alterations & Integration

No alteration or variation of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated in writing in the Contract shall be binding on any of the parties hereto.

3. Severability

Contractor and CSU agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of its presumed non-applicability of such provision. Should the illegal or unenforceable provision be a material or essential term of the Contract, [the Contract shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

4. Independent Status

Contractor and its employees and agents, and subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of CSU or the State of California. While Contractor may be required by this Contract to carry Worker's Compensation Insurance, in no event shall Contractor and its employees and agents be entitled to unemployment or workers' compensation benefits from CSU.

5. Governing Law

To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California

6. Contractor's Power and Authority

Contractor warrants it has full power and authority to enter into this Contract and will hold CSU harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor shall not enter into any arrangement, agreement or contract with any third party that might abridge any rights of the CSU under this Contract.

7. Assignments

Contractor shall not assign this Contract, either in whole or in part, without CSU's written consent, which will not be unreasonably withheld.

8. Personnel

Contractor shall give its personal attention to the performance of the Contract and shall make every effort consistent with sound business practices to honor CSU's requests regarding Contractor's assignment of its employees. However, Contractor maintains the sole right to determine the assignment of its employees in order to keep all phases of work under its control. If an employee of Contractor is unable to perform due to illness, resignation or other factors beyond Contractor's control, Contractor shall use its best effort to provide suitable substitute personnel.

9. Waiver of Rights

Any action or inaction by CSU or the failure of CSU on any occasion to enforce any right or provision of this Contract shall not be a waiver by CSU of its rights hereunder and shall not prevent CSU from enforcing such provision or right on any future occasion. CSU's rights and remedies provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

10. Time

Time is of the essence in the performance of this Contract.

11. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of each party.

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12. Appropriation of Funds

- (a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract and not yet paid for by CSU, terminate any future services and commodities to be supplied to the CSU under the Contract, and relieve the CSU of any further obligation therefore.
- (b) CSU agrees that if provision (a) above is involved, commodities shall be returned to Contractor in substantially the same condition in which they were delivered, subject to normal wear and tear. CSU further agrees to pay for packing, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.

13. Cancellation

CSU has the right to cancel this Contract as detailed in the proposal.

14. Termination for Default

CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.

15. Rights and Remedies of CSU for Default

- (a) In the event any Deliverables furnished or services provided by Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Contractor, CSU may reject the same, and it shall thereupon become Contractor's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the CSU, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse to do so, CSU shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.
- (b) In the event Contractor fails to make prompt delivery of any item as specified in the Contract, the same conditions as to CSU's right, but not obligation, to purchase in the open market and receive reimbursement from Contractor, as set forth in (a), above shall apply.
- (c) In the CSU terminates this Contract, either in whole or in part, for Contractor's default or breach, Contractor shall compensate CSU, in addition to any other remedy CSU may have available to it, for any loss or damage sustained and cost incurred by the CSU in procuring any items that Contractor agreed to supply.
- (d) CSU's rights and remedies provided above shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity or this Contract.

16. Warranty

Contractor warrants that

- (i) deliverables and services furnished hereunder will conform to the requirements of this Contract (including, without limitation, all descriptions, specifications, and drawings identified in the Statement of Work, if any), and
- (ii) the deliverables will be free from defects in materials and workmanship. Where the parties have agreed to design specifications in the Statement of Work directly or by reference, Contractor warrants the deliverables shall provide all functionality required thereby.

17. Safety and Accident Prevention

In performing work under this Contract on CSU premises, Contractor shall conform to all specific safety requirements contained in this Contract or as required by law or regulation. Contractor shall take all additional precautions as the CSU may reasonably require for safety and accident prevention purposes. Contractor's violation of such rules and requirements, unless promptly corrected, shall constitute a material breach of this Contract.

18. Insurance Requirements

The Contractor shall not commence Work until it has obtained all the insurance required in this Contract, and such insurance has been approved by the CSU.

(a) Policies and Coverage.

- (1) The Contractor shall obtain and maintain the following policies and coverage:
 - (i) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering Work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the Work.
 - (ii) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned

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automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists

(iii) Worker's Compensation including Employers Liability Insurance as required by law.

(2) The Contractor also may be required to obtain and maintain the following policies and coverage:

(i) Environmental Impairment Liability Insurance should the Work involve hazardous materials, such as asbestos, lead, fuel storage tanks, and PCBs.

(ii) Other Insurance by agreement between the Trustees and the Contractor.'

(b) Verification of Coverage.

The Contractor shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to the Trustees as evidence of the insurance coverage. Renewal certifications and endorsements shall be timely filed by the Contractor for all coverage until the Work is accepted as complete. The Trustees reserve the right to require the Contractor to furnish the Trustees complete, certified copies of all required insurance policies.

(c) Insurance Provisions.

Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in this Agreement. The insurance policies shall contain, or be endorsed to contain, the following provisions.

(1) For the general and automobile liability policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are to be covered as additional insureds.

(2) For any claims related to the Work, the Contractor's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.

(3) Each insurance policy required by this section shall state that coverage shall not be canceled by either the Contractor or the insurance carrier, except after thirty (30) Days prior written notice by certified mail, return receipt requested, has been given to the Trustees.

(4) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

(d) Amount of Insurance.

(1) For all projects, the insurance furnished by Contractor under this Agreement shall provide coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

(i) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability

\$2,000,000 General Aggregate

\$1,000,000 Each Occurrence--combined single limit for bodily injury and property damage.

(ii) Business Automobile Liability Insurance-Limits of Liability

\$1,000,000 Each Accident-- combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.

(iii) Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.

(2) For projects involving hazardous materials, the Contractor shall provide additional coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

(i) Environmental Impairment (pollution) Liability Insurance-Limits of Liability

\$10,000,000 General Aggregate

\$ 5,000,000 Each Occurrence-- combined single limit for bodily injury and property damage, including cleanup costs.

(ii) In addition to the coverage for Business Automobile Liability Insurance, the Contractor shall obtain for hazardous material transporter services:

(a) MCS-90 endorsement

(b) Sudden & Accidental Pollution endorsement--Limits of Liability*

\$2,000,000 Each Occurrence

\$2,000,000 General Aggregate

*A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance.

With the Trustees' approval, the Contractor may delegate the responsibility to provide this additional coverage to its hazardous materials subcontractor. When the Contractor returns its signed project construction phase agreement to the Trustees, the Contractor shall also provide the Trustees with a letter stating that it is requiring its hazardous materials subcontractor to provide this additional coverage, if applicable. The Contractor shall affirm in this letter that the hazardous materials subcontractor's certificate of insurance shall also adhere to all CSU requirements. Further, this letter will provide

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that the subcontractor's certificate of insurance will be provided to the Trustees as soon as the Contractor fully executes its subcontract with the hazardous materials subcontractor, or within 30 Days of the Notice to Proceed, whichever is less.

(e) Acceptability of Insurers.

Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of A:VII, or shall be a carrier otherwise acceptable to the University.

(f) Subcontractor's Insurance.

Contractor shall ensure that its subcontractors are covered by insurance of the types required by this Contract, and that the amount of insurance for each subcontractor is appropriate for that subcontractor's Work. Contractor shall not allow any subcontractor to commence Work on its subcontract until the insurance has been obtained, and approved by the CSU. Only the Contractor and its hazardous materials subcontractor(s) shall have the coverage for projects involving hazardous materials.

(g) Miscellaneous.

- (1) Any deductible under any policy of insurance required in this Contract shall be Contractor's liability.
- (2) Acceptance of certificates of insurance by the Trustees shall not limit the Contractor's liability under the Contract.
- (3) In the event the Contractor does not comply with these insurance requirements, the Trustees may, at its option, provide insurance coverage to protect the Trustees. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Contractor.
- (4) If the Trustees are damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the Trustees for all such damages.
- (5) The Contractor's obligations to obtain and maintain all required insurance are non-delegable duties under this Contract.
- (6) The Contractor's liability for damages proximately caused by acts of God (as defined in Public Contract Code section 7105) and not involving Contractor negligence shall be limited to five percent of the Contract.

19. General Indemnity

Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from Contractor's performance of this Contract.

20. Invoices

Invoices shall be submitted to the address stipulated in the Contract. The Contract number must be included on the invoice. Final invoice shall be marked as such.

- (a) Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after receipt of an undisputed invoice. Late payment penalties shall not apply to this Contract.
- (b) The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

21. Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Contract number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the Contract number and Contractor identification number may be returned to Contractor and may cause delay in payment.

22. Use of Data

Contractor shall not utilize any non-public CSU information it may receive by reason of this Contract, for pecuniary gain not contemplated by this Contract, regardless whether Contractor is or is not under contract at the time such gain is realized. CSU specific information contained in the report, survey, or other product developed by Contractor pursuant to this Contract is the property of CSU, and shall not be used in any manner by Contractor unless authorized in writing by CSU.

23. Confidentiality of Data

- (a) Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information and protected data as confidential information. Contractor shall not use, disclose, or release confidential information contained in CSU records without full compliance with applicable state and federal privacy laws, and this Contract. Contractor further acknowledges and agrees to comply with Federal privacy laws, such as the Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions, and the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to

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student education records and information from student education records. Contractor shall maintain the privacy of confidential information and shall be financially responsible for any notifications to affected persons (after prompt consultation with CSU) whose personal information is disclosed by any security breach relating to confidential information resulting from Contractor's or its personnel's acts or omissions. Further, If so requested by CSU, Contractor shall be administratively responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code 1798.29g and 1798.82g.

- (b) Contractor further agrees that all financial, statistical, personal, technical and other data and information relating to CSU's operation designated "confidential" by CSU, and not otherwise subject to disclosure under the California Public Records Act, and made available to Contractor to perform this Contract or which become available to Contractor while performing this Contract, shall be protected by Contractor using the same level of care it takes to protect its own information of a similar nature, but in no event less than reasonable care. If required by a court of competent jurisdiction or an appropriate administrative body with legal authority to order the disclosure of confidential information or protected data, Contractor will notify CSU in writing prior to any such disclosure to give CSU an opportunity to oppose any such disclosure. Prior to any disclosure of confidential information as required by legal process, Contractor shall: (1) Notify CSU of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure, immediately upon becoming so obligated; and
- (c) Contractor shall cooperate with any litigation or investigation proceedings concerning protected data loss or other breach of Contractor's obligations under this Contract. Any access, transmission, or storage of protected data outside the United States must be approved in writing by CSU in advance. Contractor's failure to comply with any provision of this Section shall constitute a material breach of the Contract.

24. Information Security Requirements

- (a) Contractor is required to comply with CSU Information Security Requirements as described in Rider A, Supplemental Provisions for General Provisions for Service Acquisitions, attached hereto and by reference made a part of this agreement.
- (b) Information Security Plan
Contractor is required to maintain an Information Security Plan sufficient to protect the sensitive and/or confidential CSU data to which they have access. Requirements for the Information Security Plan are described in Rider A.
- (c) Personal Security Requirements
Contractor shall require all its affiliates and subcontractors, as a condition to their engagement, to agree to be bound by provisions substantially the same as those included in this Agreement related to information security matters only.
Contractor shall not knowingly permit a representative or subcontractor to have access to CSU records, confidential data, or premises of the CSU when such representative or subcontractor has been convicted of a felony.

25. Patent, Copyright, and Trade Secret Indemnity

- (a) Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents, and employees (collectively referred to as CSU), from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any Intellectual Property Right, domestic or foreign, by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to CSU, in addition to the foregoing provision, such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide CSU with indemnity protection.
 - (i) CSU will notify Contractor of such claim in writing and tender its defense within a reasonable time; and
 - (ii) Contractor will control the defense of any action on such claim and all negotiations for its settlement or compromise, except when substantial principles of government or public law are involved, when litigation might create precedent affecting future CSU operations or liability, or when involvement of the CSU is otherwise mandated by law. In such case no settlement shall be entered into on behalf of CSU without CSU's written approval.
- (b) Contractor may be required to furnish CSU a bond against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- (c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a Intellectual Property Right, whether domestic or foreign, CSU shall permit Contractor at its option and expense either to procure for CSU the right to continue using the Deliverables or Software or to replace or modify the same so they become non-infringing, provided they comply with Contract and performance requirements and/or expectations. If neither option can reasonably practicable or if the use of such Deliverables or Software by CSU shall be prevented by injunction, Contractor agrees to take back such Deliverables or Software and use its best effort to assist CSU in procuring substitute Deliverables or Software at Contractors cost and expense. If, in the sole opinion of CSU, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from Contractor under this Contract impracticable, CSU shall then have the option of terminating this

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Contract, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such Deliverables or Software and refund any sums CSU paid Contractor less any reasonable amount for use or damage.

- (d) Contractor certifies it has appropriate systems and controls in place to ensure State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

26. Rights in Work Product

All inventions, discoveries, intellectual property, technical communications and records originated or prepared by Contractor pursuant to this Contract, including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this section may be revised in a Statement of Work. The provisions of this sub-section a) may be revised in a Statement of Work. However, all finished product or deliverables required under this contract shall be the exclusive property of the CSU and may be used at CSU's discretion.

27. Examination and Audit

For contracts in excess of \$10,000, Contractor shall be subject to the examination and audit by

- (a) the Office of the University Auditor, and
(b) the Bureau of State Audits, for a period of three (3) years after final payment under the Contract. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract. Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045(c&d), respectively.

28. Dispute

Any dispute arising under or resulting from this Contract that is not resolved within 60 days of time by authorized representatives of Contractor and CSU shall be brought to the attention of Contractor's Chief Executive Officer (or designee) and CSU's Chief Business Officer (or designee) for resolution. Either Contractor or CSU may request that the CSU Vice Chancellor, Business and Finance (or designee) participate in the dispute resolution process to provide advice regarding CSU contracting policies and procedures. If this informal dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this Contract. Despite an unresolved dispute, Contractor shall continue without delay in performing its responsibilities under this Contract. Contractor shall accurately and adequately document all service it has performed under this Contract.

29. Conflict of Interest

CSU requires a Statement of Economic Interests (California Form 700) to be filed by any Consultant (or Contractor) who is involved in the making or participation in the making of decisions which may foreseeably have a material effect on any CSU financial interest.

30. Follow-On Contracts

No person, firm, or subsidiary thereof who has been awarded a contract for Consulting Services or providing Direction (as provided below) may submit be awarded a contract for the provision of services, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

- (a) If Contractor or its affiliates provides Consulting and Direction, Contractor and its affiliates:
- (i) shall not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for, or in connection with, any subject of such Consulting and Direction; and
 - (ii) shall not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever is later.
- (b) "Consulting and Direction" means services for which Contractor received compensation from CSU and includes:
- (i) development of, or assistance in the development, of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of products or services; or
 - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

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- (c) Except as prohibited by law, the restrictions of this Section will not apply:
 - (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- (d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

31. Endorsement

Nothing contained in this Contract shall be construed as conferring on any party, any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore nothing in this Contract shall be construed as endorsement of any commercial product or service by the CSU, its officers or employees.

32. Covenant Against Gratuities

Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of CSU with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by CSU in procuring on the open market any items that Contractor agreed to supply shall be borne and paid for solely by Contractor. CSU's rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under the Contract.

33. Nondiscrimination

- (a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (b) Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

34. Compliance with NLRB Orders

Contractor declares under penalty of perjury under the laws of the State of California that no more than one final, unappeasable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. Note: Cite Authority: PCC 10296

35. Drug-Free Workplace Certification

Contractor certifies that Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations
- (b) Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or organization's policy of maintaining a drug-free workplace;
 - (iii) any available counseling, rehabilitation and employee assistance programs; and,
 - (iv) penalties that may be imposed upon employees for drug abuse violations.
- (c) Provide that every employee who works on the proposed or resulting Contract:
 - (i) will receive a copy of the company's drug-free policy statement; and,
 - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract. Note: Authority Cited: Government Code Section 8350-8357

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36. Forced, Convict, Indentured and Child Labor

By accepting a contract with CSU, Contractor:

- (a) certifies that no equipment, materials, or supplies furnished to CSU pursuant to this Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further certifies it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at <http://www.dir.ca.gov/>, and Public Contract Code Section 6108.
- (b) agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (A).

37. Recycled Content Certification

To the extent that services involve the supply of post-consumer materials (see below) Contractor shall certify in writing the minimum, if not exact, percentage of post-consumer material, as defined in Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to CSU regardless whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

38. Child Support Compliance Act

For any contract in excess of \$100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:

- (a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- (b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

39. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). Contractor hereby warrants the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless CSU from any claims arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

40. Debarment and Suspension

By accepting a contract with the CSU, Contractor certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency ([2 Code Federal Regulations/CFR\] 180.220](#), in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235)).

41. Expatriate Corporations

Contractor declares and certifies that it is not an expatriate corporation, and is not precluded from contracting with CSU by The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286, et seq.

42. Citizenship and Public Benefits

If Contractor is a natural person, Contractor certifies he or she is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT. 2105, 2268-69).

43. Loss Leader

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Contractor certifies and declares it is not engaged in business within this State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. Note: Authority Cite: (PCC 12104.5(b).)

44. DVBE and Small Business Participation

- (a) If Contractor has committed to achieve small business (SB) participation it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU: (1) the name and address of the SB(s) who participated in the performance of the Contract; (2) the total amount the prime Contractor received under the Contract; and (3) the amount each SB received from the prime Contractor.(Govt. Code § 14841.)
- (b) If Contractor has committed to achieve disabled veteran business enterprise (DVBE) participation, it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU:
 - (1) the name and address of the DVBE(s) who participated in the performance of the Contract;
 - (2) the total amount the prime Contractor received under the Contract; and
 - (3) the amount each DVBE received from the prime Contractor. The Contractor shall also certify that all payments under the Contract have been made to the DVBE. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

45. Contractor's Staff

Contractor warrants that its staff assigned to performing work under this Contract are legally able to perform such duties in the country where the work is being performed.



Tour Quote

Thank you for your interest in BTM Basketball Tours. Please find below details and quote for your tour. If any details are incorrect or you have any queries, please contact Tom Ward or Mark Strickland.

Tour Overview

Tour Name	Cal Poly Mustangs London Basketball Tour 2019
College	California Polytechnic State University, San Luis Obispo, CA 93407, USA
Destination	London, England
Dates	Sunday 1 st September – Monday 9 th September 2019
No of Players	15
No of Coaches	10
Price	\$3400 per player / coach

This quote is valid until 5th November 2018.

Itinerary

A draft schedule is shown below:

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon
Morning		Arrive London	Cambridge Excursion	Team Practice	London Sightseeing	Team Practice	Team Practice	Rest	Rest
Afternoon	Depart LA	London Sightseeing	Cambridge Excursion	Rest	London Sightseeing	Coach Transfer	London Shopping	Game 3 in London	Depart London
Evening	Flight	Team Practice	Freetime	Game 1 in London	Freetime	Game 2 in Leicester	London Show	End of Tour Dinner	Arrive LA

The itinerary is subject to adjustment due to game timings, and any adjustments you request. The final itinerary will be agreed 8 weeks before departure.

Basketball

Your basketball experience with BTM Basketball will include:

- 4 team practices at University of East London (UEL) SportsDock arena
- 3 games against BBL opposition, such as London Lions, Leicester Riders and London City Royals



Excursions & Leisure

Your cultural and relaxation activities are:

- **London sightseeing day** where you will see some of the capital's most famous landmarks such as Buckingham Palace, Big Ben, Houses of Parliament, the London Eye and Piccadilly Circus
- **Cambridge excursion day** where you will visit the world-famous University town, enjoy walking through the historical center and even enjoy a "punt" on the river
- **London leisure day** where you will have the chance to do some shopping on Carnaby Street, Oxford Street and Covent Garden and then enjoy one of London's famous shows
- The hotel is located centrally to several key London landmarks and amenities

Flights

You will be flying on **British Airways** flights:

- **Sun Sep 1 2019 Depart Los Angeles LAX 16:55 - Arrive London LHR 11:30+1 (BST)**
- **Mon Sep 9 2019 Depart London LHR 16:10 Arrive Los Angeles LAX 19:20 (PST)**

Specific seats, including extra leg room can be booked at the airline tariff.

All players / coaches will have an allowance of 1 hold bag (23 kg) and 1 piece of hand baggage (56cm x 45cm x 25cm). Additional hold baggage can be booked at the airline tariff.

Accommodation

Your accommodation will be provided by:

- **Grange City Hotel London**, a 5-star hotel located in the City of London, which is 2 minutes walk from Tower Bridge, the Tower of London and the River Thames

The price is based on 7 nights accommodation in twin or if required triple rooms. Single rooms can be requested at additional cost. <https://www.grangehotels.com/hotels-london/grange-city/>

Transit & Transport

Your transport arrangements are:

- **Airport transfers** by luxury coach
- **Transport to practices and games** by luxury coach
- **Excursions to Cambridge** by luxury coach
- **London sightseeing** by mixture of London public transport and luxury coach



Breakfast, Lunch & Dinner

Your daily dining options are as follows:

- **Breakfast at the hotel**
- **Lunch** will be provided by Cal Poly - we will advise on lunch options for you
- **Dinner** at local and London restaurants

BTM Representative

For the entirety of your tour you will have a BTM representative who will manage the organization and schedule of all the activities. This will ensure you can focus on maximizing the experience and enjoyment of the tour.

BTM Support

We will take care of all pre-tour and in-tour organization for you. We provide coach and player manuals which detail the planning of all aspects of the tour. They include tour objectives, roles & responsibilities, activity arrangements, support processes, emergency contact lists, medical issues, behavior policies, safeguarding, staff rest periods and media responsibilities.

Safety

We assist in ensuring the tour is safe and secure by providing:

- Location specific risk assessments
- Health & safety processes including traveling, hydration, excursions, accommodation and basketball
- Illness and injury handling processes

Passports & Visas

All members of the group require valid passports and any applicable visas before travelling.

Insurance

Arranging adequate travel insurance and any required player basketball insurance for all tour participants is a condition of the booking. Failure to arrange adequate travel insurance comes with the understanding that you make and take these arrangements at your own cost.



Payment Plan

The tour payment plan is as follows:

- **\$1000 deposit per person at time of booking**
- **\$2400 final balance per person plus any tour additions by May 31st 2019**

Payments in USD to be made to:

Account Name: Trustees of Protected Trust Services Air Travel

Bank BIC/Swift: MIDLGB22

Bank Address: HSBC, International Branch, 60 Fenchurch Street, London, EC3M 4BA

IBAN: GB94MIDL40051576291991

Reference: 12140392

Next Steps

To confirm your booking please email acceptance to us with a signed copy of this quote

According to PO# 2000017084

Name

Michele Winterfeldt

Role

Procurement Specialist

Signature

Michele Winterfeldt

Date

1/28/19

Signed on behalf of California Polytechnic State University Mustangs Men's Basketball Program MW
1/28/19



Terms and Conditions

Company Name: BTM Sports Limited
Company Number: 09891188
Registered in: England & Wales
Trading name: BTM Basketball www.btmbasketball.com
Registered Address: Raydean House 15 Western Parade, Great North Road, New Barnet, Barnet EN5 1AH

Terms

"The Event" Means any tour, holiday, accommodation, activity or function organized or advertised by us.
"You" Means the person who has signed the booking form and includes all the people on whose behalf you have signed.
"Supplier" Means the company or person that is holding or providing the event or any part of it.
"Price" Means the total cost of the event.

Pricing

This quote is valid for 28 days from receipt of it. We reserve the right to re-quote the price of the tour at the time of booking.

The deposit, interim payment and balance payment amounts and dates must be made as agreed at time of booking. If the payments are not paid on time, we reserve the right to cancel your travel arrangements and retain your deposit.

We will endeavor to ensure the price of your tour remains as per agreed at the time of booking, however it may change after you have booked due to changes in factors outside of our control such as transportation costs including the cost of fuel, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports. If it does we will give you clear reasoning why. However there will be no change within 30 days of your departure.

Changes to booking

If, after the booking has been agreed, you wish to change your travel arrangements in any way, for example your chosen date of departure or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be made in writing from the person who made the booking. You will be asked to pay any costs we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made.

For any additional tour participants a new price will be provided before being able to add them. For any tour participant withdrawals then they will be subject to the cancellation charges below.

Name changes before travel

Changes are dependent on the carrier and in the majority of cases airlines will not allow name changes and you would be required to purchase a new ticket. Where changes are allowed an administration fee of £25 will be charged plus any charges from the airline/carrier.



Payment & Deposits

Deposits are payable at the time of booking and the balance of payments are split into the following phases:

- An agreed non-refundable non-transferable deposit is payable at the time of booking.
- An interim or stage payments as agreed at the time of booking
- The final balance is to be paid no less than 8 weeks before the date upon which your event is due to start.
Failure to pay by this date will result in a £10.00 per person late payment charge.

If you do not make your deposit payments by the due dates given then you shall be deemed to have cancelled the event.

Deposits are used by us to enter into the contractual arrangements on your behalf and are non refundable. Payments can be made with a valid Credit Card or Debit Card, online bank transfers or cheque(s) made payable to "BTM Sports Limited" where upon receipt we will endeavour to place the booking for you at the same price, although this cannot be guaranteed. We will however notify you should there be an increase in price.

If a promised cheque is not received or does not clear upon presentation we hold the right to cancel the reservation. Non-clearing or returned unpaid cheque will incur a £30.00 transaction charge. If you have a voucher from "BTM Sports Limited" only one can be used per booking.

Cancellation

You, or any member of your party, may cancel their travel arrangements at any time. Any cancellations must be made in writing from the person who made the booking.

The cancellation charge will be calculated as follows: any time after the initial booking the cancellation charge will equal the deposit. Within 90 days of travel the cancellation charge will equal 50% of the booking price, within 30 days the cancellation charge will equal 75% of the booking price and within 7 days the cancellation charge will be 100%.

If you wish to protect yourself against any cancellation event you should seek your own insurance cover for that.

If we change or cancel your booking

It is unlikely that we will have to make any changes to your travel arrangements, as we plan the arrangements many months in advance. Occasionally we have to make changes and we reserve the right to do so at any time. Most of these changes are minor and we will advise you of them at the earliest possible date. We do use the services of independent suppliers such as hotels, airlines, over which we have no direct control.

We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, it may be necessary to cancel your travel arrangements less than 14 weeks before your departure date, for reasons of force majeure, failure of a supplier or failure by you to pay the final balance by the due date. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value).



Force Majeure: This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseen circumstances beyond our control.

These can include, for example war, threat of war, riot, civil disobedience or strike, industrial dispute, terrorist activity and its consequences, acts of god, natural or nuclear disaster, fire, adverse weather conditions, unavoidable technical or maintenance problems with transport providers, closure of airports or any unforeseeable or unavoidable event beyond our control.

Flight changes / delays

If you are subject to any flight changes or delays then you will only be eligible to the compensation that the airline provides. BTM Sports Limited will not be held responsible for any additional "out of pocket" expenses your party may incur due to the delay / change.

Transportation

It is your responsibility to ensure that you arrive in good time to board all flights or other methods of transportation. To assist you we will notify you of the time by which you should arrive at all points of departure. If you miss a flight or other transportation we will try to arrange alternative transportation, but reserve the right to recover from you any costs we incur in making such arrangements.

Special Requests

Where special requests for flight seats, room allocation, diet considerations etc are required we must be made aware of them at time of booking. Whilst every effort will be made to ensure that these requests are fulfilled, they cannot be guaranteed. Furthermore, BTM Sports Limited will not be liable for claims for consequential loss where written advice of special needs and requirements has not been received in writing at the time of booking. Where special requests for flight seats are passed by BTM Sports Limited to an airline, the confirmation of seat numbers is at the discretion of the airline.

Passport, Visa, Immigration and vaccination requirements

A full passport (valid for at least 6 months beyond the end of your holiday) is required for travel. Your specific passport and visa requirements and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements or if you are not in possession of the relevant vaccination certificates.

Insurance

It is your responsibility to arrange adequate insurance cover for your trip and to take relevant details of the policy with you.

Behavior

You must not behave in a way that may cause distress or annoyance to others or may create the risk of danger or damage to property. If you are subject to arrest or prevented from travelling at the discretion of an airline or other transport providers, or if you are evicted from your accommodation by the management BTM Sports Limited will not refund any portion of the cost of your sports tour and, if BTM Sports Limited incurs any expense because of your behavior, you will be obliged to compensate BTM Sports Limited for these expenses.



Marketing

We reserve the right to use any tour images, quotes and experiences for our marketing purposes. Should you not wish any materials to be used then please advise us.

Our Obligations

We shall take reasonable care and skill in arranging the tour and comply with all applicable laws in relation to the tour. We will only accept responsibility for any personal illness, injury or death which result from negligent acts or omissions of any of our employees or agents, suppliers or sub-contractors, whilst acting within the scope of their employment, if they were at the time, acting within the course of their employment (for employees), or carrying out work we had asked them to do (for agents and suppliers).

Please note that we do not accept liability for any air or sea carriers whose liabilities are limited by the relevant International Conventions. We are unable to accept any liability for the loss of enjoyment or additional expenses due to delays or changes in travel arrangements or services which are caused amount to 'force majeure'

If you have a complaint

If you have a problem during your tour it is of the utmost importance that you immediately bring it to the attention of the relevant person (for example the resort representative, hotel manager or transport agent) who will do their best to put things right. If your complaint is not resolved locally, you should contact us to advise us of the problems so that we may endeavor to resolve it. However, should a problem remain unresolved, a complaint should be made in writing within 28 days of your return home providing your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

Jurisdiction

This agreement shall be construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to deal with any disputes arising between you and us or our suppliers.

Financial Guarantee

Your Financial Guarantee: In order to provide clients with complete peace of mind, BTM Sports Limited is a member of Protected Trust Services. Your money is held in a trust account and is used for the purpose of fulfilling your booking.

Your Financial Protection

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an



alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.